



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 19, 2009

IN REPLY PLEASE

REFER TO FILE: C-1

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**COOPERATIVE AGREEMENT BETWEEN
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND THE SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
ADOPT, ADVERTISE, AND AWARD
ENHANCEMENTS TO INCREASE
GROUNDWATER RECHARGE CAPACITIES
SAN DIMAS WASH - BEN LOMOND SPREADING GROUNDS
INTERCONNECTING DRAIN TO CITRUS SPREADING GROUNDS
CITIES OF AZUSA AND COVINA
(SUPERVISORIAL DISTRICTS 1 AND 5)
(3 VOTES)**

SUBJECT

This action is for your Board to adopt the plans and specifications, call for bids, authorize the Director of Public Works or her designee to award and execute a contract for San Dimas Wash - Ben Lomond Spreading Grounds Interconnecting Drain to Citrus Spreading Grounds with the lowest responsive and responsible bidder, and to approve and authorize the Chief Engineer to execute a cooperative agreement between the Los Angeles County Flood Control District and the San Gabriel Valley Municipal Water District for the enhancements to increase the groundwater recharge capabilities including the construction of a 48-inch reinforced concrete pipeline in the Cities of Azusa and Covina.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find that this project is categorically exempt from the provisions of the California Environmental Quality Act.

2. Approve and authorize the Chief Engineer or her designee to execute the cooperative agreement between Los Angeles County Flood Control District and the San Gabriel Valley Municipal Water District. Under this agreement, San Gabriel Valley Municipal Water District will reimburse the Los Angeles County Flood Control District \$750,000 of the contract cost.
3. Approve the project and adopt the plans and specifications for San Dimas Wash - Ben Lomond Spreading Grounds Interconnecting Drain to Citrus Spreading Grounds, in the Cities of Azusa and Covina, at an estimated cost between \$1,800,000 and \$2,500,000.
4. Call for bids to be received on June 16, 2009.
5. Instruct the Executive Officer of your Board to advertise the project and seal and return the plans and specifications to the Department of Public Works for filing.
6. Authorize the Chief Engineer or her designee to award and execute a contract with the lowest responsive and responsible bidder within the estimated cost range, approve the Faithful Performance and Labor and Material Bonds submitted by the contractor, and deliver the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to obtain Board approval to authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a cooperative agreement between the Los Angeles County Flood Control District and the San Gabriel Valley Municipal Water District substantially similar in form and content to attached (Attachment A), adopt and advertise the plans and specifications for the enhancements to increase the groundwater recharge capabilities including construction of a 48-inch reinforced concrete pipeline between the Ben Lomond and Citrus Spreading Grounds and the performance of other appurtenant work. Your Board's approval of the attached cooperative agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The recommended action will help meet these goals by improving a groundwater recharge basin to reduce dependence on imported water thereby providing County residents with a more economical and dependable source of water.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction cost to complete this project is in the range of \$1,800,000 and \$2,500,000. The cooperative agreement will provide for the San Gabriel Valley Municipal Water District to finance \$750,000 toward the construction cost. Sufficient funds for this project are included in the Los Angeles County Flood Control District Budget for Fiscal Year 2008-09.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This project, to contract for enhancements to increase the groundwater recharge capabilities in the Ben Lomond and Citrus Spreading Grounds and the performance of other appurtenant work, is part of the Department of Public Works' (Public Works) program for the construction and alteration of groundwater recharge facilities. It will be advertised in accordance with Section 20991 of the Public Contract Code.

This project is to be completed in 90 working days. It is estimated the work will start in July and be completed in November 2009.

Delegating to the Chief Engineer or her designee the authority to award and execute this construction contract allows an expedited contracting process to obtain a contractor for the construction and alteration of groundwater recharge facilities.

The contract agreement will be in the form previously reviewed and approved by County Counsel.

The project specifications contain provisions requiring the contractor to comply with terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County

Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

The State Public Contract Code requires the County to award construction contracts to the lowest responsive and responsible bidder, which is defined as the firm that; (1) submits the bid with the lowest cost; (2) is deemed by the County to be responsive to specific criteria under the solicitation including, but not limited to, licensure, bonding, and insurance requirements; and (3) is determined by the County to be a responsible bidder by exhibiting the capability, capacity, experience, trustworthiness, and financial wherewithal to perform the work required under the bid solicitation.

To ensure that the contract is awarded to the lowest responsible contractor with a satisfactory history of performance, bidders are required to report violations of the False Claims Act, criminal convictions, civil litigation, defaulted contracts with the County, complaints filed with the Contractor's State License Board, labor law/payroll violations, and debarment actions. As provided for in Board Policy No. 5.140, the information reported by the contractor will be considered before making a recommendation to award.

The plans and specifications include the contractual provisions, methods, and material requirements necessary for this project and are on file with Public Works.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt pursuant to Section 15303 (d) of the California Environmental Quality Act Guidelines and Class 3, subsection (q), of the County Environmental Guidelines adopted by your Board on November 17, 1987. These exemptions provide for the maintenance or minor repair of existing flood control facilities.

CONTRACTING PROCESS

This project will be contracted on an open competitive bid basis. The contract will be awarded by the Department to the lowest responsible bidder meeting the criteria established by your Board and the California Public Contract Code.

To increase contractor awareness of our program to contract work out to the private sector, this project will be listed on the County website for upcoming bids.

The Honorable Board of Supervisors
May 19, 2009
Page 5

IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will have a positive impact on water supply by adding flexibility to the spreading ground operations, increasing water conservation efforts in the Main San Gabriel Basin, and increasing storm water capture thereby providing residents with a more economical and dependable source of water.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Construction Division.

Respectfully submitted,



fa GAIL FARBER
Director of Public Works

GF:JTS:ma

Attach.

c: Chief Executive Office (Lari Sheehan)
County Counsel
Office of Affirmative Action Compliance

ATTACHMENT A

COOPERATIVE AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

This Cooperative Agreement (AGREEMENT) by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD) and the SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT (SGVMWD) (collectively referred to as the parties) is entered into effective this ____ day of _____, 2009, (EFFECTIVE DATE) for the purposes stated herein.

RECITALS

WHEREAS, the County of Los Angeles is home to approximately 10 million residents who depend on reliable sources of water; and

WHEREAS, one-third of the water supply is from local groundwater sources; and

WHEREAS, the water supply depends on groundwater that is recharged from a variety of sources, including storm flows and imported water; and

WHEREAS, LACFCD is a special district organized and operating under the provisions of the Los Angeles County Flood Control District Act (Flood Control Act); and

WHEREAS, LACFCD is authorized by the Flood Control Act to control and conserve flood, storm, and other waste waters of said District and to conserve such waters for beneficial and useful purpose;

WHEREAS, pursuant to the Flood Control Act, the LACFCD manages flood control and water conservation facilities within the County of Los Angeles, and said efforts result in the capture of storm flows used to recharge the groundwater basins of the County, including the Main San Gabriel Groundwater Basin (Main San Gabriel Basin); and

WHEREAS, LACFCD owns and operates multiple spreading grounds, including the Ben Lomond and Citrus Spreading Grounds situated downstream of San Dimas Dam and Big Dalton Dam respectively, that recharge the Main San Gabriel Basin with storm water; and

WHEREAS, SGVMWD is a special district created in 1959 by voters of Cities of Alhambra, Azusa, Monterey Park, and Sierra Madre to independently bring additional water to the area, solve the pressing water problems that existed, and ensure a lasting and adequate water supply.; and

WHEREAS, SGVMWD has a contract since 1962 with the State of California, Department of Water Resources, to purchase water from Northern California delivered through the State Water Project; and

WHEREAS, SGVMWD's mission includes maximizing the quality and quantity of the supplemental water supply, protection of the entire groundwater basin, encouraging water conservation through education, minimizing the cost of supplemental water, improving water quality, and searching for additional sources of supplemental water; and

WHEREAS, SGVMWD runs a power plant in summer months that discharges water into San Dimas Wash, which due to the limiting capacity of the surrounding spreading grounds does not maximize power production; and

WHEREAS, SGVMWD benefits from the efforts of the LACFCD to capture storm flows and any additional available flows for recharge of the Main San Gabriel Basin; and

WHEREAS, LACFCD plans to construct a pipeline project (PROJECT), which will enable the LACFCD to distribute excess stormwater, imported water, and water discharged from SGVMWD's power plant through Ben Lomond Spreading Grounds into Citrus Spreading Grounds, which has no significant source of water during the summer months, and thereby provide for additional recharge of the Main San Gabriel Basin; and

WHEREAS, any increased volume of storm and imported water recharged into the Main San Gabriel Basin would further assist in fulfilling the SGVMWD's mission to manage the groundwater supplies of the Main San Gabriel Basin for the benefit of the constituency served by SGVMWD; and

WHEREAS, any additional storm and imported water recharged into the Main San Gabriel Basin would also lessen SGVMWD's need to purchase imported water from the State Water Project; and

WHEREAS, the estimated total cost of construction of the PROJECT is approximately TWO MILLION TWO HUNDRED THOUSAND DOLLARS (\$2,200,000); and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by LACFCD and SGVMWD, the parties agree as follows:

A. LACFCD AGREES:

1. To prepare design plans and specifications for the PROJECT;
2. To administer contracts that LACFCD deems necessary for construction of the PROJECT;
3. To complete the PROJECT, subject to Section C7 below;
4. Upon completion of the PROJECT, to be responsible for the maintenance and operation of the PROJECT;

5. Subject to Sections C1 and C2 below, to operate the PROJECT in a manner that will achieve the greatest amount of recharge to the Main San Gabriel Basin as LACFCD determines, in its discretion, is reasonably feasible.

B. SGVMWD AGREES:

1. To pay TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000)) to LACFCD upon execution of the AGREEMENT.
2. In addition to payment under Section 1 above, to make a payment for construction cost of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to LACFCD upon the filing of the Notice of Completion for the PROJECT.

C. IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. Notwithstanding any other provisions in this AGREEMENT, LACFCD's power, functions, and responsibilities, including those specified under the Flood Control Act and as necessary to protect the health and safety of the residents of the County of Los Angeles, as determined by LACFCD, in its sole and absolute discretion, shall be deemed paramount and superior to the operation and all other matters of the PROJECT.
2. Notwithstanding any other provisions in this AGREEMENT, SGVMWD acknowledges that LACFCD makes no representations and/or warranties regarding the PROJECT, including regarding the quantity or quality of any additional flows that will be recharged into the Main San Gabriel Basin from the PROJECT.
3. Should either LACFCD or SGVMWD receive grant funding to be allocated to the construction costs of the PROJECT, each party's share of construction costs funding shall be proportionately reduced.
4. LACFCD and SGVMWD acknowledge that for all matters in this AGREEMENT, time is of the essence.
5. This AGREEMENT is effective as of the EFFECTIVE DATE and shall expire on June 30, 2012, for construction or upon adoption of a superseding Agreement, or upon earlier termination by written notification of LACFCD and SGVMWD. This AGREEMENT shall be renewed or extended for an additional one-year period on a yearly basis and under the same terms and conditions as the original term, upon written notice by LACFCD or SGVMWD to the other party if the filing of the Notice of Completion has been delayed beyond the expiration date of this AGREEMENT for reasons beyond the control of either party.

6. This AGREEMENT is intended as a funding mechanism to assist LACFCD in financing the PROJECT. Nothing in this AGREEMENT is intended to transfer any authority or responsibility to SGVWMD for the manner of operation of LACFCD's facilities, including the PROJECT, or to impose any liability upon either party other than to perform as explicitly set forth in Section A and B above.
7. LACFCD's performance under this AGREEMENT is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal, or impossible to perform their obligations under this AGREEMENT.
8. This AGREEMENT contains the full and complete understanding of the parties regarding the subject matter of this AGREEMENT and shall not be construed against either party as the drafter of the AGREEMENT, which shall be deemed to have been written by both parties.
9. If any term, clause, or provision of this AGREEMENT is held to be illegal, invalid, or unenforceable, the remainder of this AGREEMENT shall not be affected, but shall remain in full force and effect in accordance with the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the above date.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

By _____
Chief Engineer

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy

SAN GABRIEL VALLEY MUNICIPAL
WATER DISTRICT

By _____
Darin Kasamoto
General Manager

APPROVED AS TO FORM:

By _____
Wayne Lemieux
District Attorney

AS:vt

P:\wrd\Water Conservation\GENERAL\AMIT\Ben Lomond_Citrus\WRD_SGVMWD_Agreement.DOC

SAN DIMAS WASH - BEN LOMOND SPREADING GROUNDS
INTERCONNECTING DRAIN TO CITRUS SPREADING GROUNDS
INSTRUCTION SHEET FOR PUBLISHING LEGAL ADVERTISEMENT

From: Department of Public Works
Construction Division

PUBLISHING

In accordance with Section 20991 of the Public Contract Code.

Publish: At least five or more times prior to the date set for opening bids, in a daily newspaper of general circulation printed and published in the County and designated by the Board, or for at least two times prior to such date in a weekly newspaper printed and published in the County and designated by the Board.

Time Limitation: To open bids in four weeks.

NOTICE INVITING BIDS

Sealed bids will be received by the County of Los Angeles Department of Public Works, Construction Division, for the construction of a reinforced concrete inlet structure and outlet structure, a 48-inch reinforced concrete pipe, and the performance of other appurtenant work under Project ID No. FCC0001110, San Dimas Wash - Ben Lomond Spreading Grounds Interconnecting Drain to Citrus Spreading Grounds, in the Cities of Azusa and Covina.

The bids must be submitted at the Cashier's Office, located on the Mezzanine level, 900 South Fremont Avenue, Alhambra, California 91803-1331, before 11 a.m. on Tuesday, June 16, 2009. The bids will then be publicly opened and read in Conference Room A or at the location posted in the main lobby.

The work shall be done in accordance with the Plans and Specifications on file and open for inspection at the County Board of Supervisors Executive Office and the Department of Public Works. The work is estimated to cost between \$1,800,000 and \$2,500,000 and shall be completed in 90 working days. The work requires a Class A or C42 contractor's license. Prebid questions regarding the Plans and Specifications should be directed to Mr. Joseph Li at (626) 458-7839.

The bids must be submitted on the proposal forms included in the bidder's package of the contract documents, which may be purchased for \$18, if picked up at the aforementioned Cashier's Office, (626) 458-6959, Monday through Thursday between 7 a.m. and 5:30 p.m., or for \$22, if mailed, which includes postage and handling.

Each bid must be accompanied by a certified check, cashier's check, or surety bond payable to County of Los Angeles in an amount equal to at least 10 percent of the bid to guarantee that the bidder will enter into the contract if it is so awarded.

All persons performing the work shall be paid not less than the General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code. Copies of these wage rates are available at the Department of Public Works.

The bid must provide full disclosure of False Claims Act violations, labor law/payroll violations, debarments, and civil/criminal legal actions as provided for on the forms included as part of the proposal. Failure to complete these forms may result in a determination that the bidder is nonresponsive and/or not responsible.

The contract, if awarded, will be awarded to the lowest responsive and responsible bidder; however, the Board of Supervisors reserves the right to reject any and all bids.

A responsible bidder is a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

The successful bidder will be required to fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees and comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance throughout the duration of the contract. Failure to comply may be cause for termination of the contract or initiation of debarment proceedings.

The successful bidder will be required to submit a faithful performance bond, payment bond, liability insurance, and workers' compensation insurance with the contract.

As provided for in Section 22300 of the California Public Contract Code, the contractor may substitute securities for any monies withheld by the Department of Public Works to ensure performance under the contract or enter into an escrow agreement for payment of such monies to an escrow agent.

Each person by submitting a response to this Notice Inviting Bids certifies that such bidder and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Section 2.160.010, retained by the bidder, is in full compliance with Chapter 2.160 of the Los Angeles County Code.

Para mas informacion con relacion a esta noticia, por favor llame a este numero (626) 458-3118. Nuestras horas de oficina son de 7 a.m. a 5 p.m. de Lunes a Jueves.

The County supports and encourages equal opportunity contracting.

By order of the Board of Supervisors of the County of Los Angeles, State of California.

Dated May 19, 2009.

Sachi A. Hamai
Executive Officer
of the Board of Supervisors

CQ:ma

O:\Projects\Programs - Flood\SanDimasWashBenLomondCitrusSpreadingGrd (FCC0001110)\Board\NIB-FLD.doc